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Samantha C. Norris Senior Attorney

August 12, 2016

Executive Secretary Iowa Utilities Board 1375 East Court Avenue, Room 69 Des Moines, IA 50319-0069

RE: Interstate Power and Light Company

Docket No. P-0570

Notice of Public Informational Meetings

Dear Executive Secretary:

Enclosed please find the information that Interstate Power and Light Company has provided to potentially affected landowners, provided as Attachment A, regarding the Notice of Public Informational Meetings for a proposed natural gas pipeline project located in Ringgold County as filed today on EFS.

Very truly yours,

<u>/s/ Samantha C. Norris</u> Samantha C. Norris Senior Attorney

SCN/tab Enclosures Interstate Power and Light Co. An Alliant Energy Company

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July 2016

**RE: PUBLIC INFORMATION MEETING** 

Interstate Power and Light Company Pipeline Construction Project

Dear Landowner:

Alliant Energy's Iowa utility, Interstate Power and Light Company (IPL), is proposing to construct an approximately 11-mile long natural gas pipeline in the Mount Ayr and rural Ringgold County area. We will be installing a new pipeline to maintain safe and reliable natural gas service in the area. The new pipeline will be owned, operated and maintained by Alliant Energy.

You have been identified as a person holding interest in land that could be impacted by this project. The purpose of this letter is to provide you with the Notice of Public Informational Meetings. Please see the attached Notice of Public Informational meetings for more details.

Also included with the Notice of Public Informational Meetings are a Project Corridor Map and a Damage Settlement Policy for your review. Following the public meeting, representatives will be setting up individual landowner meetings where there is need to obtain additional easements along the selected route.

We look forward to meeting and working with you on this essential project.

Sincerely,

Ted Francois
Manager – Real Estate and Right of Way
tedfrancois@alliantenergy.com
319-786-4823

Attachments: Notice of Public Informational Meetings

Damage Settlement Policy Project Corridor Map

## NOTICE OF PUBLIC INFORMATIONAL MEETINGS

Alliant Energy-Interstate Power and Light Company, with its principal place of business at 200 First St. SE, Cedar Rapids, Iowa 52401, is proposing to replace an approximately 11-mile long natural gas pipeline within Ringgold County. This pipeline connects customers in Mount Ayr, Iowa with an ANR Pipeline Company pipeline in Section 30 in Township 67N, Range 28W of Ringgold County. The pipeline will be owned, operated and maintained by Alliant Energy.

The proposed pipeline will be up to 4 inches in diameter and will operate at a maximum allowable operating pressure of 975 pounds per square inch. In agricultural lands, the pipeline will be buried a minimum depth of 48 inches; in consolidated rock a minimum of 24 inches and elsewhere a minimum of 36 inches.

Alliant Energy, through its agent, JCG Land Services, Inc. (JCG), will seek to acquire easement rights for the construction, operation, and maintenance of the portion of the proposed pipeline located on private property. A map showing a proposed corridor is attached to this notice.

A Public Information Meeting concerning this project will be held **September 6, 2016** at the following times and locations:

## 1:00 PM

Ringgold County Courthouse – Assembly Room 109 West Madison Street Mt. Ayr, Iowa

A representative of the Iowa Utilities Board (IUB) will be present at the informational meetings to distribute and review a statement of the legal rights of landowners as required by Iowa law. Qualified representatives from Alliant Energy and JCG will also be at the meeting to discuss the project and answer questions.

Persons with disabilities requiring assistive services or devices to observe or participate should contact the IUB at (515) 725-7300 in advance of the scheduled date to request that appropriate arrangements be made.

Following the meeting, right-of-way representatives from JCG will begin contacting landowners to discuss acquiring easements. Thirty days after the informational meeting, Alliant Energy may file a petition for a pipeline permit with the IUB for permission to build the pipeline and, if necessary, will request the right of eminent domain (condemnation).

The IUB will make the decision whether to approve or deny the pipeline permit through a hearing process. The IUB's decision will be based on the record created at the hearing. The duty of the IUB is to determine if the proposed pipeline promotes the public convenience and necessity and meets the other requirements of applicable lowa law and IUB rules.

The IUB may appoint an administrative law judge to preside over the hearing and issue a proposed decision. The administrative law judge's decision will become the final decision of the IUB unless appealed to the IUB by the party to the case within the time limit provided for in the proposed decision. When the IUB has decided the case, either initially or on appeal from the administrative law judge's proposed decision, Alliant Energy or a landowner may appeal the IUB's ruling in the courts.

If the right of eminent domain (condemnation) is requested, the IUB, in considering a petition for the right of condemnation, does so in an open and public process. If the IUB grants the right for condemnation, Alliant Energy may petition the chief judge of the judicial district for Ringgold County to appoint a compensation commission. The compensation commission sets the compensation amounts. Alliant Energy may then proceed with the work. The landowner or Alliant Energy may appeal the amount determined by the compensation commission to the courts.

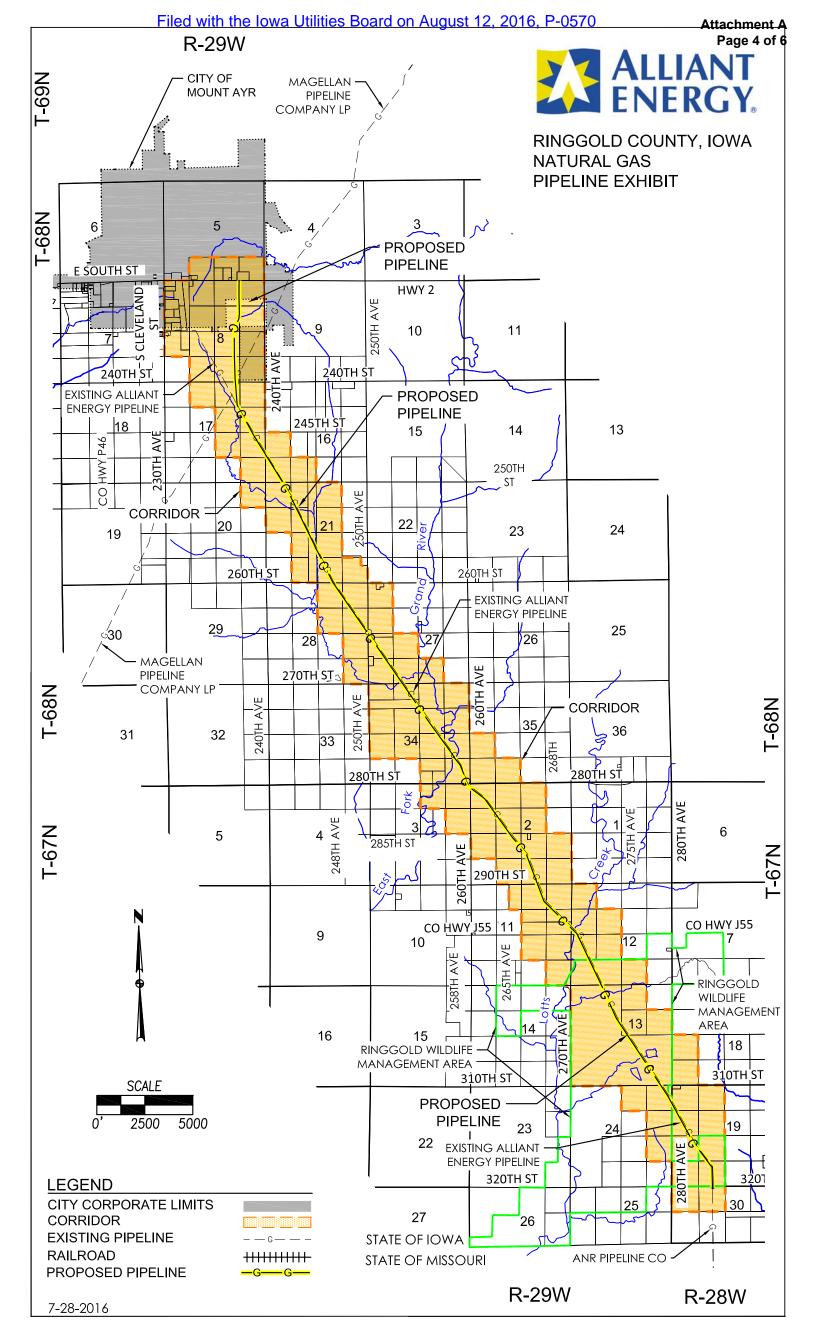
At the completion of the project, representatives of Alliant Energy and JCG will meet with landowners to settle construction damages in accordance with lowa law and the Statement of Damage Claims, which is attached to this notice.

As a landowner or a party in possession of, or residing on, property affected by the location and construction of the proposed pipeline, you have the right to be present at the informational meeting as mentioned above.

You also have the right to file objections to the location and construction of the proposed pipeline with the Iowa Utilities Board. Objections may be filed electronically using the Board's electronic filing system at <a href="http://iub.iowa.gov">http://iub.iowa.gov</a>, or can be mailed to Executive Secretary, Iowa Utilities Board, 1375 E. Court Avenue, Room 69, Des Moines, Iowa 50319-0069.

If you have any questions regarding this project, please contact:

Ted Francois
Manager – Real Estate and Right of Way – Alliant Energy
(319) 786-4823
TedFrancois@alliantenergy.com



# INTERSTATE POWER AND LIGHT COMPANY POLICY STATEMENT CONCERNING SETTLEMENT OF DAMAGE CLAIMS (GAS LINES)

During construction of a gas pipeline, damage is sometimes caused to a landowner's and/or tenant's property. If Interstate Power and Light Company causes physical damage to property, the landowner and/or tenant, as their respective interests appear, (Landowner/Tenant) will be compensated by Interstate Power and Light Company in the following manner consistent with Iowa Code 479.45:

#### I. Crop Loss Due to Pipeline Construction

A If a crop has been planted prior to construction of the gas pipeline or if a crop normally would have been planted before the finish of construction, Interstate Power and Light Company will pay the following percentages on the crop ground lost to production:

The area that was trenched for the pipe,		The remainder of the damaged easement		
being 20 feet wide X length of pipe:		area.		
First Year:	100% crop loss	First Year:	100%	crop loss
Second Year:	80% crop loss	Second Year:	50%	crop loss
Third Year:	60% crop loss	Third Year:	30%	crop loss
Fourth Year:	40% crop loss			
Fifth Year:	20% crop loss			

B. If no crop was planted or in cultivation prior to completion of construction, Interstate Power and Light Company will pay the following percentages on the crop ground lost to production:

The area that was trenched for the pipe,		The remainder of the damaged easement		
being 20 feet wide X length of pipe:		area.		
First Year:	100% crop loss	First Year:	67%	crop loss
Second Year:	80% crop loss	Second Year:	50%	crop loss
Third Year:	60% crop loss	Third Year:	30%	crop loss
Fourth Year:	40% crop loss			
Fifth Year:	20% crop loss			

- C. Computation of crop loss/value is based upon annual yield and current market price to be determined at the time of damage settlement after construction restoration has taken place.
- D. Crop loss or reduced yield of crop calculations will include the pipeline right of way or land near the right of way whether caused directly by construction or from disturbance of usual farm operations or resulting from lack of timely access to the land or interference with irrigation.

#### II. Damages Due to Compaction, Ruts, Erosion and/or Washing

- A. Interstate Power and Light Company will repair damage incurred due to compaction, ruts, erosion, and/or washing of soil caused by pipeline construction. If by mutual agreement, the Landowner/Tenant repairs the damages, Interstate Power and Light Company will reimburse the Landowner/Tenant for the reasonable cost of labor and the use of equipment to repair damage incurred due to compaction, ruts, erosion, and/or washing of soil caused by pipeline construction. Payment will be made by Interstate Power and Light Company within a reasonable period of time upon presentation of a statement.
- B. Interstate Power and Light Company will pay for the reasonable cost of repairs to the Landowner's/Tenant's equipment where in repairing compaction, ruts, erosion, and/or washing of soil, damage to equipment is caused by materials or debris left on the right of way during construction.

## III. Other Damages

Interstate Power and Light Company will pay for all damages to pastures, timber, fences, improvements, livestock, terraces, field tiles, and equipment caused by Interstate Power and Light Company's entry, use or occupation of lands, both on and off an easement area, due to gas pipeline construction. Fertilizer, lime, or organic material applied by the landowner/tenant to restore land disturbed by construction to its full productivity will be treated as a compensable loss as will erosion on lands attributable to pipeline construction. If by mutual agreement, the Landowner/Tenant repairs the damages, Interstate Power and Light Company will pay the actual costs of repairs. Payment for assets replaced, due to pipeline construction, by the Landowner/Tenant will be computed based upon the replacement cost of the assets replaced. Livestock production losses are

compensable losses, as determined by Iowa Code 479.45, and will be paid by Interstate Power and Light Company within a reasonable period of time upon presentation of a statement.

# IV. Manner of Damage Payments

Payment of damages to the Landowner/Tenant will be made in one lump sum and not as an annual payment by Interstate Power and Light Company within a reasonable period of time following completion of pipeline construction.

#### V. Dispute Resolution Procedure

If the parties cannot agree on a settlement and no other means of resolving disputes has been agreed to, not less than ninety days after completion of installation, the landowner or tenant may petition the County Board of Supervisors to have the damages determined by a Compensation Commission (lowa Code Chapter 6B and lowa Code section 479.46).

(This policy statement is filed with the Iowa Utilities Board pursuant to Iowa Administrative Code 199-Chapter 10.2(3).